

**County of Mercer**

McDade Administration Building, 640 South Broad Street, Trenton, NJ 08650-0068

**SPECIFICATIONS FOR FIRE EXTINGUISHERS,  
FIRE ALARM SYSTEMS, FIRE SUPPRESSION AND  
SPRINKLER SYSTEMS, DIESEL AND ELECTRIC FIRE PUMP  
PREVENTIVE MAINTENANCE SERVICE  
AND REPAIR FOR A PERIOD OF TWO (2) YEARS**

FOR

**MERCER COUNTY  
AND THE COOPERATIVE CONTRACT  
PURCHASING SYSTEM**



**To Be Received On**

DECEMBER 30, 2014 AT 11:00 A.M.

**CK09MERCER2014-17**

## COUNTY OF MERCER BIDDER'S CHECKLIST

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Cooperative Purchasing System Conditions Reviewed	
<input checked="" type="checkbox"/>	New Jersey Business Registration (prior to award of contract)	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification (required with bid document)	
<input checked="" type="checkbox"/>	Affirmative Action Regulations Questionnaire	
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action (Employee Information Certificate) must be provided prior to Contract Award	
<input checked="" type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder (Prior to Award, but effective at time of bid)	
<input checked="" type="checkbox"/>	Provide copy of the Certification for Fire Suppression Systems Repair and Installation: <b>Department of Community Affairs, Fire Safety Unit; Provide Copy with your bid or the following:</b>	
<input checked="" type="checkbox"/>	License for Fire Alarm Systems: Department of Law and Public Safety, Division of Consumer Affairs or Department of Community Affairs; Provide copy with your bid <b>or a copy of the above certification through Department of Community Affairs, Fire Safety Unit.</b>	
<input checked="" type="checkbox"/>	<b>Emergency Delivery Procedure</b>	
<input checked="" type="checkbox"/>	Read: Americans with Disability Act of 1990 Language	
<input checked="" type="checkbox"/>	Exceptions	
<input checked="" type="checkbox"/>	Iran Certification	
<input checked="" type="checkbox"/>	Completed and Signed Proposal Page(s)	
<input checked="" type="checkbox"/>	One Original Completed Bid and One Copy	
<input checked="" type="checkbox"/>	Certification to hold bid consideration beyond Sixty Days in the event that award is not made within sixty days	

**This form is provided for bidder's use in assuring compliance with all required documentation.**

Name of Bidder: \_\_\_\_\_

**By Authorized Representative:**

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## NOTICE TO BIDDERS

Notice is hereby given that on DECEMBER 30, 2014 at 11:00 AM (Prevailing time), sealed bids will be opened and read in public by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room #321 Third Floor, Trenton, New Jersey for:

**SPECIFICATIONS FOR FIRE EXTINGUISHERS,  
FIRE ALARM SYSTEMS, FIRE SUPPRESSION AND  
SPRINKLER SYSTEMS, DIESEL AND ELECTRIC FIRE PUMP  
PREVENTIVE MAINTENANCE SERVICE  
AND REPAIR FOR A PERIOD OF TWO (2) YEARS  
CK09MERCER2014-17**

Bids shall be delivered in sealed envelopes and addressed to Marcella Covello, Purchasing Agent, Room #321 Third Floor, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068.

Sealed bids will be received by the Mercer County Purchasing Agent acting as Lead Agent on behalf of all contracting units located within the geographic boundaries of Mercer County for the Mercer County Cooperative Contract Purchasing System.

**With the exception of the United States Postal Service, express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 321 Third Floor, Trenton, New Jersey 08611.**

Specifications and instructions to bidders may be obtained at the Purchasing Office or online at <http://nj.gov/counties/mercercounty/procurement/bidsopp.html>

**REGISTER TO DO BUSINESS WITH THE COUNTY OF MERCER**

<https://secure.jotform.com/form/2760607202>

A weekly e-notification is sent to all vendors currently registered with the County of Mercer, directing them to bidding opportunities on the County Procurement website.

**SCHEDULE**

RELEASE PROJECT DOCUMENTS:	11.24.1487
ALL QUESTIONS IN:	12.05.14 TO <a href="mailto:PCONSTANCE@MERCERCOUNTY.ORG">PCONSTANCE@MERCERCOUNTY.ORG</a>
ADDENDA ISSUED:	12.12.14
OPEN BIDS:	12.30.14 AT 11:00 A.M.

COUNTY OF MERCER, NEW JERSEY  
Marcella Covello, QPA  
Purchasing Agent  
609 989 6710  
CK09MERCER2014-17

### **COUNTY CONTRACT PURCHASING SYSTEM**

County Cooperative Contract Purchasing is specifically provided for in *N.J.S.A. 40A:11-11(6)* and **(5:34-7.21)**.

County Cooperative Contract Purchasing is a Cooperative Purchasing System that may be created only by a county. Using only its own needs, the county advertises for the receipt of bids and awards a contract to the successful bidder. With the approval of both Mercer County and the vendor, contracting units located within the geographic boundary of Mercer County may purchase under the contract subject to its specifications, terms and conditions.

### **VENDOR WILL EXTEND CONTRACT PRICES TO THE "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS**

- ☐ Check here if willing to provide the goods and services herein bid upon to local governmental contracting units located within the County of Mercer without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the contracting units, subject to the overall terms of the contract to be awarded by the County of Mercer, and that no additional service or delivery charges will be allowed except as permitted by these specifications.
  
- ☐ Check here if not willing to extend prices to contracting units located in the County of Mercer. It is understood that this will not adversely effect consideration of this bid with respect to the needs of the County of Mercer. The contract for the stated needs of the County will be awarded to the lowest responsible bidder, and specifically not made available to contracting units within the County of Mercer.

## INSURANCE REQUIREMENTS

The vendor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

**In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:**

**"The County of Mercer named as additional insured."**

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**SPECIFICATIONS FOR FIRE EXTINGUISHERS, FIRE ALARM SYSTEMS, FIRE SUPPRESSION AND  
SPRINKLER SYSTEMS, DIESEL AND ELECTRIC FIRE PUMP PREVENTIVE MAINTENANCE SERVICE AND  
REPAIR FOR THE COUNTY OF MERCER AND COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A  
PERIOD OF TWO (2) YEARS**

**INTENT**

The County of Mercer requests bids from qualified vendors to provide preventive maintenance, repair and inspection for fire alarm systems, fire panels, fire suppression and sprinkler systems, fire pumps; inspection, certification and maintenance of fire extinguishers and purchase of fire extinguishers for the County of Mercer agencies and the Cooperative Contract Pricing System. Contractors shall be responsible for application of permits and inspections as required by the municipality and NFPA (National Fire Protection Association) codes and standards. Awarded contractors must be authorized and manufacturer certified to perform all work including the facilitation of factory work if required and all duties as required in the specifications.

**SITE VISIT AND COUNTY DESIGNEE:**

Site Visit: Please contact the County Designee(s) below between the hours of 9:00 A.M. and 2:00 P.M. for a site visit: Karl Thomas, General Supervisor of Buildings and Grounds at (609) 256-3046, Edward Pattik, Director of Housing, Mercer County Veteran Residence at (609) 989-6858, Frank Zabawa, General Superintendent of Parks of the Mercer County Park Commission at (609) 448-4947, John Walczak, Trenton-Mercer Airport at (609) 882-1601 Ext. 103 and Richard Cavallo, Chief Financial Officer of the Mercer County Library System at (609) 989-6918.

**THE TECHNICAL SPECIFICATIONS RELATE TO FIVE CATEGORIES AS FOLLOWS AND BIDDERS SHALL PROVIDE THEIR COST PROPOSAL ON THE TWO PROPOSAL PAGES.**

**SECTION I** PURCHASE OF PORTABLE FIRE EXTINGUISHERS

**SECTION II** MAINTENANCE, SERVICING AND CERTIFICATION OF PORTABLE FIRE EXTINGUISHERS

**SECTIONS III, IV, AND V**

**BIDDERS SHALL BE AUTHORIZED TO PROVIDE PM AND REPAIR AND FACILITATE FACTORY SERVICE IF FACTORY SERVICE IS REQUIRED**

**SECTION III** ALL FIRE ALARM SYSTEMS (INCLUDING BOTH INPUT AND OUTPUT DEVICES SUCH AS BUT NOT LIMITED TO HVAC SHUTDOWNS AND ELEVATOR RECALL) (BIDDERS MUST BE AUTHORIZED AND CERTIFIED BY THE MANUFACTURER TO REPAIR, MAINTAIN THE SYSTEMS REFERENCED AT EACH FACILITY)

**SECTION IV** FIRE SUPPRESSION SYSTEMS AND ASSOCIATED ELECTRIC OR DIESEL FIRE PUMP BIDDERS MUST BE AUTHORIZED AND CERTIFIED BY THE MANUFACTURER TO REPAIR, MAINTAIN THE SYSTEMS REFERENCED AT EACH FACILITY

**SECTION V** SPRINKLER SYSTEMS BIDDERS MUST BE AUTHORIZED AND CERTIFIED BY THE MANUFACTURER TO REPAIR, MAINTAIN THE SYSTEMS REFERENCED AT EACH FACILITY)

## **WARRANTY**

Equipment installation and repair shall be unconditionally guaranteed for a minimum of one (1) year beginning after the acceptance by the County, including all labor, parts, travel time and freight. Manufacturers' warranty shall apply if greater.

## **QUALIFICATIONS OF BIDDERS**

Each bidder shall present evidence of experience, qualifications and certifications to carry out the terms of the contract. The evidence shall include work performed on similar accounts in the last five (5) years.

## **PROPOSALS**

**The County shall require two proposals for each project from the awarded contractors for all projects with an estimated cost exceeding \$5,000.00. Materials, overhead and profit shall be factored into the estimate. The cost estimate shall be a unit price cost estimate detailing labor and materials.**

## **CONTRACT AWARD, LABOR AND MATERIALS**

The County anticipates awarding two contracts for Preventive Maintenance and Repair and all work shall be provided by certified, licensed contractors for the provision of fire suppression, fire sprinkler and fire alarm preventive maintenance and repair. The County will award one contract to the low bidder for the inspection and certification of fire extinguishers and provision of new extinguishers.

The County estimates spending **\$360,000.00** throughout the two (2) year term of the contract; however, the county shall not be bound by this estimate. Contracts shall be awarded to the bidders providing the two lowest hourly rates. The Awarded contractors are permitted a ten percent (10%) markup on materials and supplies.

**BIDDERS SHALL PROVIDE A COPY OF ONE OF THE FOLLOWING CERTIFICATIONS WITH THEIR BID RESPONSE:**

**CERTIFICATION FOR FIRE SUPPRESSION SYSTEMS REPAIR AND INSTALLATION: DEPARTMENT OF COMMUNITY AFFAIRS, FIRE SAFETY UNIT  
PROVIDE COPY WITH YOUR BID**

**LICENSE FOR FIRE ALARM SYSTEMS: DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS OR CERTIFICATION THROUGH DEPARTMENT OF COMMUNITY AFFAIRS  
PROVIDE COPY WITH YOUR BID**

## **SITE INSPECTION**

It shall be the responsibility of the bidder to make a thorough examination of the systems described within the buildings listed prior to the submission of his bid. If the bidder wishes to make a tour of any facilities, he should contact the appropriate departmental contact. No special considerations will be given after the bids are opened because of the bidder's failure to be knowledgeable of all existing conditions at the various sites.

## **NO ASSIGNMENT**

Assignment is not permitted.



## **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

## **QUALITY**

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

## **COMPLIANCE STANDARDS**

Materials, equipment and installation shall comply with all current rules and regulations of all applicable Federal, State, County and Local laws, ordinances and regulations and as required by the NFPA codes and standards. All work shall be executed in a workmanlike manner and shall present a neat and professional appearance when completed.

## **IDENTIFICATION**

All staff must wear photo identification displaying the company name and employee name on their person when performing work at any County buildings. All personnel or agents or the contractor must observe all rules and regulations in effect at the buildings. Employees or agents of the contractor, while on County property, shall be subject to the control of the County, but under no circumstances shall persons be deemed to be employees or agents of the County.

## **USE OF THE SITE**

The contractor shall confine operations to those areas designated by the respective Department heads or their Designees. Contractor shall at all time keep the premises free from accumulation of waste materials or other debris caused by the operation. At the conclusion of the work, all waste materials, tools and equipment shall be removed from the site.

## **PROTECTION OF THE BUILDING AND SITE**

The Contractor shall, during the course of the work take those precautions necessary to protect the interior and exterior of the buildings from any water or other damage. The Contractor shall take precautions to protect all County property in the work area. Any damages shall be replaced by the contractor at no cost to the Owner.

## **WARRANTY**

Equipment installation and repair shall be unconditionally guaranteed for a minimum of one (1) year beginning after the acceptance by the County, including all labor, parts, travel time and freight. Manufacturer's warranty shall apply if greater.

## **COORDINATION**

The awarded contractors shall coordinate work with the County Designee as listed on the attached appendices for each facility and as assigned by:

All information and deliverables (reports, notices, work tickets, invoices etc.) due the County per the contract shall be directed to the appropriate Departmental Contacts. All work shall be performed so that any interruption of the normal operations shall be minimized. The contractor shall provide cellular telephone numbers for managers, supervisors and technicians as requested by the County Departmental contact.

## **NON-PERFORMANCE**

In the event that the contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the Purchasing Agent shall notify the contractor of such failure of default and demand that the same be remedied as per NFPA Codes and Standards. In the event of the failure of the contractor to remedy the same within the required period, the Purchasing Agent shall take steps as required by the Local Public Contracts Law and in accordance with County Counsel to terminate the contract and take appropriate further action as appropriate.

## **RESPONSE TIME**

Vendors shall respond in accordance with NFPA codes and standards. Vendors shall respond to Emergency service calls with a two (2) hour on-site response time. Specifically, contractor shall respond with a call back within one (1) hour and be on site within one (1) additional hour. Three documented failures to comply shall be considered cause for termination of contract.

## **DEFINITION OF REGULAR AND OVERTIME HOURS**

Regular business hours are defined as any hours worked between 7:00 AM and 5:00 PM, Monday through Friday. Overtime hours are defined as any work performed outside of "Regular Business" work hours; which shall be paid at 1.5 times the regular rate.

## **TIME AND MATERIAL WORK**

All quotes for work shall include a detailed proposal with the exception of the certification and or purchase of fire extinguishers or for those defined services associated with a cost per service. Invoicing must reflect all off-site work and shall be supported by certified payrolls.

## **FACILITY ADDITION/DELETION**

The County reserves the right to delete or add facilities, units or service as needed, at contract bid prices.

The contractor is expected to familiarize their personnel as needed as to labor rates to ensure the following: minor repairs are authorized by virtue of the fact that an authorized County agent placed the service call. County Supervisory staff shall contact vendors after hours for work other than during normal work hours! Minor is defined as less than \$2,000.00 total. If repairs are expected to exceed this definition after the repairman has worked the job for several hours, the contractor's management shall be advised to place a call to the departmental contacts during regular hours or the appropriate Supervisory County designee after hours. The contractor's manager shall explain the problem and provide an estimate to complete the repairs.

## **HOURLY LABOR RATE**

The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked. The labor charge shall include all travel. No additional travel time will be honored. The Contractor will sign in and out of each facility and will pay based upon hours worked at each facility with the exception of defined costs per service.

## **INVOICING**

An invoice will be generated after each service or billable event has been performed. Each service call or additional work request shall generate a separate invoice detailing the labor charge and the parts and materials in accordance with the proposal provided. Each invoice shall have attached a final service report referencing all service activity per work order. Invoices

shall be generated and mailed to the County designee within two weeks of service. Vendor shall support variances in the proposal vs. actual work and materials. Awarded contractors shall provide detailed invoicing itemizing hours worked for each trade and trade rate. Materials shall be broken out. Reflecting the contractor's cost of materials and up charge. Proof of purchase is required to be submitted with invoicing.

### **SERVICE REPORTS**

Daily service work tickets shall be delivered or faxed by the next business day to the attention of each departmental contact as the work progresses. Daily Check-in / Check-out time per building of all technicians must be written on their daily service work tickets. Weekly service reports shall be delivered or faxed by 10:00 A.M. on the following Monday to the attention of the County

Designee. The report shall be in form as approved by the Karl Thomas, General Supervisor of Mercer County Buildings and Grounds.

The report shall among other data, contain the following:

1. Job Number and location
2. Name of mechanic/ technician.
3. Date and Time In/Out per facility.
4. Work performed.
5. Listing of parts replaced including quantities.
6. Tests and results.
7. All unfinished work with projected completion date and pending action.
8. Projected preventive maintenance, including a quote of labor and parts itemized as per the bid proposal.
9. Sprinkler Inspection Reports/Certificates are required to be provided within one week of the inspection.

This weekly service report shall track the status of all previous report recommendations until the work is complete. A final service report including all service activity per work order will be attached to the appropriate invoice.

### **INVENTORY**

Contractor shall maintain an adequate inventory of applicable supplies, spare parts, and replacement equipment within the contractor's warehouse, or service vans, in order that emergency repairs can be made to County equipment at once with a minimum of shut down time.

### **FAULTY MATERIALS AND LABOR**

The contractor shall take full responsibility for faulty materials and labor and shall remedy all defects due thereto, and pay any damage to other resulting there from, which shall appear within one (1) year.

### **GUARANTEE**

The contractor shall guarantee all workmanship and parts furnished and installed under this contract against defect **for a period of one (1) year from the date of completion, as evidenced by the date of final acceptance of the work or longer if provided by the manufacturer.** Defects will be repaired or replaced at no charge to the County. All work and parts shall remain in perfect working order and adjustable equipment shall remain in proper adjustment.

## **TECHNICAL SPECIFICATIONS SECTIONS**

**SECTION I** PURCHASE OF PORTABLE FIRE EXTINGUISHERS **(PROVIDE COST PER EXTINGUISHER)**

**SECTION II** MAINTENANCE, SERVICING AND CERTIFICATION OF PORTABLE FIRE EXTINGUISHERS **(PROVIDE COST PER UNIT TO CERTIFY)**

**SECTIONS III, IV, AND V**

**BIDDERS SHALL BE AUTHORIZED TO PROVIDE PM AND REPAIR AND FACILITATE FACTORY SERVICE IF FACTORY SERVICE IS REQUIRED (PROVIDE ONE HOURLY RATE FOR SECTIONS THREE, FOUR AND FIVE).**

**SECTION III** ALL FIRE ALARM SYSTEMS (INCLUDING BOTH INPUT AND OUTPUT DEVICES SUCH AS BUT NOT LIMITED TO HVAC SHUTDOWNS AND ELEVATOR RECALL) (BIDDERS MUST BE AUTHORIZED AND CERTIFIED BY THE MANUFACTURER TO REPAIR, MAINTAIN THE SYSTEMS REFERENCED AT EACH FACILITY)

**SECTION IV** FIRE SUPPRESSION SYSTEMS AND ASSOCIATED ELECTRIC OR DIESEL FIRE PUMP BIDDERS MUST BE AUTHORIZED AND CERTIFIED BY THE MANUFACTURER TO REPAIR, MAINTAIN THE SYSTEMS REFERENCED AT EACH FACILITY

**SECTION V** SPRINKLER SYSTEMS BIDDERS MUST BE AUTHORIZED AND CERTIFIED BY THE MANUFACTURER TO REPAIR, MAINTAIN THE SYSTEMS REFERENCED AT EACH FACILITY)

## **SECTION I**

### **PURCHASE OF PORTABLE FIRE EXTINGUISHERS BASED UPON THE UNIT COST**

1. Type ABC – Multipurpose Dry Chemical – 2.5 lbs. including vehicle bracket (no installation required).
2. Type ABC – Multipurpose Dry Chemical – 5 lbs. including wall bracket (no installation required).
3. Type ABC – Multipurpose Dry Chemical – 10 lbs. including wall bracket (no installation required). Marine Type USCG Type A Size II, (Type B:C Size II)
4. Type ABC – Multipurpose Dry Chemical – 20 lbs. including wall bracket (no installation required).
5. Type CO2 – Carbon Dioxide fire extinguisher 15 lbs
6. Pressurized Water –2.5 gallon pressurized water fire extinguisher
7. Wet Chemical – 6 liter, Classification 2-A:K
8. Type BC 5lbs.
9. Type BC 20lbs.
10. Type ABC Buckeye 10H15A80

## **SECTION II MAINTENANCE, SERVICE AND INSPECTION OF PORTABLE FIRE EXTINGUISHERS**

### **GENERAL SCOPE**

Each building will be invoiced separately to facilitate filing for maintenance history and to aid in managing contract compliance. Work sheets shall be attached to associated invoices for payment showing size, type and location of each unit serviced at each facility. The Contractor shall service approximately:

Mercer County Buildings and Grounds	500
Mercer County Park Commission	235
Mercer County Library System	57
Trenton-Mercer Airport	80
Mercer County Connection	1
Mercer County Extension Services	11
Mercer County Medical Examiner	2
Mercer County Criminal Courthouse (400 Warren Street)	49

The successful bidder shall inspect all County "Portable Fire Extinguishers" as designated by the County. County facility personnel perform monthly inspections. The Contractor shall be responsible for annual inspection, certification and maintenance. Failure to complete inspections and provide certification shall result in forfeiture of this contract section. It shall be the successful bidder's responsibility to set up a schedule with the county designee for the following agenda.

1. Name and location of all Buildings
2. Schedule the dates for vehicle fire extinguishers to be serviced
3. All portable fire extinguishers to be serviced regardless of location in Mercer County, NJ,
4. Any units missed during initial inspection will be serviced at the site by successful bidder at the regular bid rate within three business days of notification.
5. Work summary forms as provided in this contract shall be properly completed and submitted along with detailed company work tickets and shall be delivered by hand or fax with confirming phone call at the end of the day or by 10:00 AM the following day that the work was performed. In addition, each week during planned maintenance cycle a summary report will be filed.
6. Send all completed invoices to the attention of each departmental contact.
7. Service work invoices will not be considered valid nor be paid unless the above conditions in number one through seven are satisfied.

### **SPECIFIC INSPECTION CRITERIA**

1. The successful bidder shall comply with current NFPA codes and standards for portable fire extinguishers (and all updates)
2. The inspection shall include but not be limited to the following:
  - a) The extinguishers shall be hung suspended or otherwise attached to its designated spot in a manner prescribed by the applicable codes and regulations. This is part of contract base bid price for maintenance of "Portable Fire Extinguishers", and therefore is not a chargeable item.
  - b) Access to, or visibility of the extinguisher shall not be obstructed, where this is a problem it should be noted on the service report. Extinguishers may be locked at the Correction Facility – County designee will provide access.
  - c) Extinguisher operating instructions shall be legible and face outward.

d) Broken, missing or tampered with seals, tags, gauges, handles and mounting brackets will be replaced at no additional charge at the time of inspection at each building. In the event an item is overlooked or missed, the successful bidder agrees to correct the exception at bidder's expense at the extinguisher's normal locations. In the event successful bidder fails to clear up an exception within three business days of notification, the County reserves the right to obtain another contractor to make the correction and subtract resulting expense from any monies outstanding owed to the successful bidder.

e) Vendor shall provide loaner/replacement extinguishers as needed when extinguishers are removed for service or maintenance.

3. Hydrostatic testing shall be accomplished by the successful bidder during the annual inspection period on all units requiring this service regardless of the month stamped as "Date" month. This item may be invoiced at the contract rate at this time only. Once again the "Due" dates stamped on the units will be recorded on the "Inventory Sheet" attached to the associated invoice as outlined in the General Scope or Fire Extinguishers. The contractor will perform all hydrostatic tests due during the contract year as designated. Any recalls on this item will be resolved at the successful bidder's expense as outlined in Specific Inspection Criteria (Fire Extinguishers 2d).

4. Maintenance shall be accomplished under the same guidelines outlined in Hydrostatic Testing.

5. The successful bidder shall not permanently exchange any fire extinguisher (from other organizations, etc.) for the purpose of: Recharging, Hydrostatic Testing, or performing Maintenance as required by the NFPA. Removal of any units for these purposes requires that a temporary unit of the same class and size be placed at the location. No Exceptions. All original Mercer County Fire Extinguishers will be required to be returned to original locations within three (3) working days.

**COMPANY IS RESPONSIBLE TO INSURE THAT THE COUNTY DESIGNEE IS SENT A COMPLETED SERVICE SHEET FOR EACH SERVICE DAY.**

**FACILITY LOCATIONS AND CONTACTS:**

**VENDORS MUST CONTACT THE COUNTY DESIGNEE FIVE DAYS PRIOR TO INSPECTION TO ARRANGE ACCESS. REFER TO THE APPENDICES FOR EACH LOCATION.**

**AT THE END OF EACH SERVICE DAY, OR BY 10:00 THE FOLLOWING DAY, THE SERVICE REPRESENTATIVE SHALL PROVIDE OR FAX FORM TO THE COUNTY DESIGNEE. PROVIDE A SCHEDULE OF WHEN EACH FACILITY IS DUE FOR SERVICE AND OR INSPECTIONS.**

**SECTION III**  
**FIRE ALARM SYSTEMS**  
**DESCRIPTION OF WORK**

The successful contractors shall perform planned maintenance on all listed fire alarms as per NFPA requirements. The Work Summary Sheets are to be dropped off or faxed to the respective departments for each facility serviced. The contractor shall submit a weekly version of this report. Each building shall have its own maintenance report generated. All tests and maintenance procedures shall be in accordance with the appropriate NFPA guidelines or as the Municipal Official may direct; whichever standard is more stringent. In addition, a copy of all inspection reports shall be mailed to the County designee. Attached to the copy shall be the invoice for the service of that individual building as per the contract.

Emergency Service calls may be placed to the successful bidder twenty-four (24) hours a day, seven days a week, holidays included. The contractor will respond to all emergency calls by telephone within one hour of notification of answering service and will have a serviceman on the job site within one additional hour thereafter. During regular work hours Monday through Friday, the service representative shall drop off the work sheets prior to leaving the County job/service call. Each department is equipped with a fax machines. The vendor shall fax and confirm receipt for each work sheet. For requested changes to existing systems, the contractor agrees to provide a proposal based upon the hourly rate and markup to the County Designee for approval. The Successful bidder shall maintain all Central Monitoring Station equipment for all County owned and/or operated buildings. All repairs shall be on a "Time and Materials" basis and shall be performed by a qualified, certified technician.

The successful bidders will perform operational checks once per location during the first inspection during the contract term. The check will consist of the following:

- 1) From each location phone the "Central Station Operator" and notify of the service check so that the possibility of a false alarm is avoided.
- 2) Generate at the modem a trouble indication and restore system to normal.
- 3) After restoring the trouble indication, generate an alarm signal and then restore the system.
- 4) Check for and report to the Buildings & Grounds, Housing, Trenton-Mercer Airport, Parks, or Libraries Maintenance Supervisor, as appropriate, any material condition deficiencies i.e.: environment hazard to the units (humidity/water), mounting broken or damaged, etc.
- 5) Calibrate the 24-hour phone signal in accordance with the Summary Sheet at each facility.



**SECTION IV**  
**FIRE SUPPRESSION SYSTEMS**  
**DESCRIPTION OF WORK**

The successful bidder shall perform maintenance in accordance with NFPA codes and standards. This shall include but not be limited to the following specific items:

- 1) All systems shall be thoroughly inspected and tested as required.
- 2) The agent quantity and pressure shall be checked along with the integrity of the container and firing mechanism.
- 3) When the amount of agent is determined, the last calibration date of the test shall be shown on the service report.
- 4) The weight and pressure shall be recorded on a tag affixed to the container by the service technician and in addition listed on the service report.
- 5) A copy of the service report shall be sent to the Facility designee immediately upon completion of maintenance of all systems.

All preventive maintenance and repairs performed on Systems shall be invoiced on a time and materials basis in accordance with the bid price schedule for this item. Emergency Service calls shall be on a 24 hour a day, 7 days a week, holidays included. The contractor will respond to all emergency calls by telephone within one hour of notification of answering service and will have a serviceman on the job site within one additional hour thereafter.

**SECTION V**  
**FIRE SPRINKLER SYSTEMS**  
**DESCRIPTION OF WORK**

Inspect, test, and service the fixed fire protection equipment, in a workmanlike manner in accordance with this contract and the requirements of the National Fire Protection Association. The service shall be performed as required for each system as per the NFPA.

1. The price bid on the Fire Sprinkler Inspection – Various County Buildings is to be priced as an hourly rate plus parts and materials are to be listed separately from labor charges with parts charged as wholesale plus 10% markup.
2. Repairs to the systems are to be quoted by the hourly rate only: Regular: Journeyman Level Mechanics Hours and Overtime: Journeyman Level Mechanics hours.
3. All labor rates are to be quoted by the hour.
4. All repairs in excess of \$2,000.00 will require the approval of the County designee.
5. The Contractor shall maintain a record of hours charged to the County by installation for repair services.
6. The Contractor shall provide services twenty-four (24) hours per day, seven (7) days per week for the period of the contract.
7. The Trenton Mercer Airport Terminal has three fire hose cabinets containing 150 feet of fire hose which must be inspected annually and the hose pressure tested every three years. The fire hose cabinets need to be inspected and tested in accordance with NFPA requirements.

**Award**

## **GENERAL CONDITIONS**

During the period of the contract or the extension thereof, the County of Mercer reserves the right to add or delete specific services and/or locations at the prevailing contract prices. Emergency call-in for repairs will be charged on time and material basis. The Contractor shall guarantee all workmanship and parts furnished and installed under this contract against defect for the life of the contract. Defects will be repaired or replaced at no charge to the using agency.

Each emergency call shall generate a separate invoice detailing the labor charge and the parts and materials. The labor charge shall include all travel. No additional travel time will be honored.

The contractor shall maintain an adequate inventory of applicable supplies, spare parts, and replacement equipment within the contractor's warehouse or service vans, in order that emergency repairs can be made to the using agency's equipment at once with a minimum of shut down time. All work shall be performed by factory trained mechanics, regularly employed by the bidder.

The contractor shall recommend to the using agency any modifications to the existing system as to conserve energy. Recommendation of all repairs (other than minor repairs) shall be submitted to the County Designee for consideration. It shall be the responsibility of the bidder to make a thorough examination of the equipment described within the buildings listed prior to the submission of this bid. It shall be the responsibility of the vendor upon the termination date of the contract, to leave the equipment in first-class operating condition and without violation. The contractor will respond to all emergency calls by telephone within one hour of notification and will have a service man on the job site within one additional hour thereafter. Bidders will indicate the number of vehicles in their fleet to service the needs of the County of Mercer under this contract.

## **COUNTY FACILITIES SERVICED UNDER THIS CONTRACT**

All County Facilities are covered under this agreement: Refer to Appendices.

## **PRICE SCHEDULE COMPUTATION**

The County reserves the right to award multiple contracts based upon the hourly rate provided by authorized and certified manufacturer's technicians.

**PROPOSAL**

**SECTION I PURCHASE OF PORTABLE FIRE EXTINGUISHERS**

DESCRIPTION	COST PER UNIT	NO. OF UNITS	TOTAL
1. Type ABC – Multipurpose Dry Chemical – 2.5 lbs.	\$ -	5	\$ -
2. Type ABC – Multipurpose Dry Chemical – 5 lbs.	\$ -	5	\$ -
3. Type ABC – Multipurpose Dry Chemical – 10 lbs.	\$ -	5	\$ -
4. Type ABC – Multipurpose Dry Chemical – 20 lbs.	\$ -	5	\$ -
5. Type CO2 – Carbon Dioxide fire extinguisher 15 lbs.	\$ -	5	\$ -
6. Pressurized Water –2.5 gallon pressurized water fire extinguisher	\$ -	5	\$ -
7. Wet Chemical – 6 liter, Classification 2-A:K	\$ -	5	\$ -
8. Type BC 5lbs.	\$ -	5	\$ -
9. Type BC 20lbs.	\$ -	5	\$ -
10. Type ABC Buckeye 10H15A80	\$ -	5	\$ -
<b>TOTAL FOR THE PURCHASE OF FIRE EXTINGUISHERS</b>			\$ -

<b>SECTION II – MAINTENANCE, REPAIR AND CERTIFICATION OF PORTABLE FIRE EXTINGUISHERS</b>			
All types/sizes of units inspection, maintenance (long term) (cost of refilling these is included) to tag, hang, replace signs as needed, replace broken gauges and seals is included in this unit price. For bid purposes the estimated number of fire extinguishers requiring certification is <b>886</b> units per year. Actual or invoice quantity will be determined from inventory sheets provided with each building's invoice which will be verified by the County Designee. If Contractor has not completed work as defined by NFPA codes and standards, contractor shall be considered in default.			
	<b>COST PER UNIT</b>	<b>NO. OF</b>	<b>TOTAL</b>
		<b>UNITS</b>	
COST PER UNIT FOR MAINTENANCE, REPAIR AND CERTIFICATION	\$ -	935	\$ -
<b>TOTAL COST FOR SECTION ONE AND TWO: PURCHASE AND CERTIFICATION OF FIRE EXTINGUISHERS</b>			\$ -
<b>TOTAL COST IN THE WRITTEN WORD FOR PURCHASE AND CERTIFICATION OF FIRE EXTINGUISHERS</b>			
<b>SECTION III – FIRE ALARM SYSTEM</b>			
<b>SECTION IV – FIRE SUPPRESSION SYSTEMS</b>			
<b>SECTION V – FIRE SPRINKLER SYSTEMS</b>			
COST FOR PM AND REPAIR FOR FIRE ALARM, SUPPRESSION AND SPRINKLER SYSTEMS	<b>COST PER HOUR</b>		
FACTOR PROFIT AND OVERHEAD INTO THE HOURLY RATE AS THIS RATE			
	\$ -		
<b>HOURLY RATE IN THE WRITTEN WORD: APPLIES TO SECTION III, IV AND V</b>			

**APPENDIX A  
SYSTEM LOCATIONS**

**MERCER COUNTY BUILDINGS AND GROUNDS**

**Correction Center**

Name: XLS Addressable Non-Voice Fire Alarm System  
Manf: Siemens  
Job#: 101615  
Inspection due: Annual  
Contact Person: Jose Cintron  
Phone: (609) 583-3545 x 2229  
Fax: (609) 583-3560

**Youth Detention Center**

Name: Simplex 4100  
Manf: Simplex  
Serial#: J02639WHR  
Inspection due: Annual  
Contact Person: Tom Clark  
Phone: (609) 434-4125 x 224  
Fax: (609) 434-4147

**D.O.T. Facility**

Name: Silent Knight  
Manf: Honeywell  
Panel#: IFP-1000  
Inspection due: Annual  
Contact Person: Ralph Manges  
Phone: (609) 847-2862  
Fax: (609) 530-7504

**175 Court House**

Name: Simplex 4020 Fire Alarm Panel  
Manf: Simplex Time Recorder Company  
Inspection due: Annual  
Contact Person: John Runyon  
Phone: (609) 989-6447  
Fax: (609) 396-1925

**209 Court House**

Name: Simplex 4020 Fire Alarm Panel  
Manf: Simplex  
Inspection due: Annual  
Contact Person: John Runyon  
Phone: (609) 989-6447  
Fax: (609) 396-1925

**Rear of 209 Court House  
(Holding facility)**

Name: Silent Knight Fire Alarm Panel  
Manf: Honeywell  
Inspection Date: Annual  
Contact Person: John Runyon  
Phone: (609) 989-6447  
Fax: (609) 396-1925

**Administration Building**

Name: Silent Night RA –100  
15932 AH-4260  
P/N 121553  
Manf: Silent Night  
Inspection due: Annual  
Contact Person: Pat Pragliola  
Phone: (609) 989-6631  
Fax: (609) 989-6700

**Fire School – Main Building**

Name: Simplex Model 4002  
Manf: Simplex  
Inspection due: Annual  
Contact Person: John Newbon  
Phone: (609) 799-0110  
Fax: (609) 799-0429

**Fire School – Control Building**

Name: Vector 2000  
Manf: Ademco  
Inspection due: Annual  
Contact Person: John Newbon  
Phone: (609) 799-0110  
Fax: (609) 799-0429

**MERCER COUNTY CONNECTION  
957 HIGHWAY #33 – SUITE 6  
HAMILTON, NJ 08690**

**(1)**

**FIRE EXTINGUISHER**

Name:	<b>FIRE EXTINGUISHER LOCATED NEAR THE REAR ENTRANCE</b>
Manf:	Buckeye Fire Equipment Co.
Model:	5 HI SA40 ABC
Serial#:	YP-522900
Inspection due:	Annual
Contact Person:	Karl Thomas
Phone:	(609) 609 256 3046
Fax:	(609)-530-7507
Email Address:	<a href="mailto:kthomas@mercercounty.org">kthomas@mercercounty.org</a>



**AT MERCER COUNTY EXTENSION BUILDING  
930 SPRUCE STREET,  
TRENTON, NJ 08648**

**(11) FIRE EXTINGUISHERS**

**LOBBY**

MAKE: BADGER W/HOSE – WATER EXTINGUISHER  
MODEL: WP-61  
INSPECTION DATE: ANNUAL  
MFG. BADGER-POWHATAN CHARLOTTESVILLE VA. 22906  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS: [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**1<sup>ST</sup> FL. CONFERENCE ROOM**

**AT ENTRANCE DOOR OF 1<sup>ST</sup> FL. CONFERENCE ROOM**

MAKE: AMEREX W/HOSE – FIRE EXTINGUISHER  
MODEL: B-456  
INSPECTION DATE: ANNUAL  
MFG. AMEREX CORP.  
P.O. BOX 81  
TRUSSVILLE, AL 35173  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS: [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**NEXT TO FRIG. IN 1<sup>ST</sup> FL. CONFERENCE ROOM**

MAKE: AMEREX w/HOSE – FIRE EXTINGUISHER  
MODEL: B-500  
INSPECTION DATE: ANNUAL  
MFG. AMEREX CORP.  
P.O. BOX 81  
TRUSSVILLE, AL 35173  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS: [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**BOILER ROOM – OF 1<sup>ST</sup> FL. CONFERENCE ROOM**

MAKE: PEM ALL w/HOSE  
MODEL: PA100ABC – 10 LBS.  
INSPECTION DATE: ANNUAL  
MGF. PEM ALL MGF. CORP.  
CRANFORD, NJ 27016  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS: [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**FRONT OFFICE****FRONT OFFICE ENTRANCE DOOR**

MAKE: BADGER w/ HOSE  
MODEL: 5MB6H  
TYPE: B-C-SIZE I  
INSPECTION DATE: ANNUAL  
MGF. BADGER FIRE CO.  
CHARLOTTESVILLE, VA. 22911  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS: [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**ENTRANCE OF RECEPTION SECTION  
SECRETARIAL SECTION OF OFFICE**

MAKE: AMEREX w/HOSE  
MODEL: B456  
INSPECTION DATE: ANNUAL  
MGF. AMEREX CORP.  
P.O. BOX 81  
TRUSSVILLE, AL 35173  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS: [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**1<sup>ST</sup> FL. COPY ROOM**

MAKE: SENTRY w/HOSE  
MODEL: SY0611  
INSPECTION DATE: ANNUAL  
MGF. ANSUL COMPANY  
MARINETTE, WIS  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS: [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**1<sup>ST</sup> FLOOR – NEXT TO 4-H BATHROOM**

MAKE: AMEREX w/HOSE  
MODEL: B-456  
INSPECTION DATE: ANNUAL  
MGF. AMEREX CORP.  
P.O. BOX 81  
TRUSSVILLE, AL 35173  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS: [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**AG. HALLWAY – EXIT DOOR**

MAKE: SENTRY w/HOSE  
MODEL: HN-00624412  
INSPECTION DATE: ANNUAL  
MGF. ANSUL COMPANY  
MARINETTE, WIS  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS; [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**SECOND FLOOR OF EXTENSION BUILDING.****TOP OF STAIRS – NEXT TO RM. 205**

MAKE: AMEREX w/HOSE  
MODEL: B-456  
INSPECTION DATE: ANNUAL  
MGF. AMEREX CORP.  
P.O. BOX 81  
TRUSSVILLE, AL 35173  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS; [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**2<sup>ND</sup> FLOOR – OUTSIDE OF DOOR – 201**

MAKE: SENTRY w/HOSE  
MODEL: SY0611  
INSPECTION DATE: ANNUAL  
MGF. ANSUL COMPANY  
MARINETTE, WIS  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS; [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

**MERCER COUNTY VETERANS RESIDENCE  
2280 HAMILTON AVE.  
HAMILTON, NJ 08619**

**1. ALARM SYSTEM**

Name: Faraday  
Manf: Faraday  
Model #: MPC – 1000 Plus Intelligent Fire Alarm System  
Inspection Date: Bi-annual (August 2013)  
Contact Person: Edward Pattik  
Phone: (609) 989-6858  
Fax: (609) 989-0306  
E-mail Address: [epattik@mercercounty.org](mailto:epattik@mercercounty.org)

**2. FIRE SUPPRESSION (SPRINKLER)**

Name: Victaulic Company of America Firelock  
Manf: Victaulic Company of America Firelock  
Model #: TestMaster Alarm Test Module  
(1) Straight Away I-718  
Inspection Date: Annual (August 2013)  
Contact Person: Edward Pattik  
Phone: (609) 989-6858  
Fax: (609) 989-0306  
E-mail Address: [epattik@mercercounty.org](mailto:epattik@mercercounty.org)

**MERCER COUNTY MEDICAL EXAMINER/MORGUE  
MERCER COUNTY AIRPORT, BUILDING #31  
WEST TRENTON, NEW JERSEY 08628**

**(2)  
KITCHEN AREA**

**FIRE EXTINGUISHERS**

**NAME:** **FIRE EXTINGUISHER**  
**MANF:** ALLIED FIRE & SAFETY EQUIPMENT  
517 GREEN GROVE ROAD  
P.O. BOX 607  
NEPTUNE, NJ 07754  
732-922-3399  
732-918-8688 FAX#  
Model# PRO-20 ICM-2 PERMIT #P00166  
Inspection Date: ONCE A YEAR  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS: [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

LARGE EXTINGUISHER – 150 LBS. OF CHEMICALS  
TEST CYLINDER

**AUTOPSY ROOM**

**FIRE EXTINGUISHER**

**NAME:**  
**MANF:** ALLIED FIRE & SAFETY EQUIPMENT  
517 GREEN GROVE ROAD  
P.O. BOX 607  
NEPTUNE, NJ 07754  
732-922-3399  
732-918-8688 FAX#  
MODEL# AMEREX MODEL 443 DRY CHEMICAL  
Inspection Date: ONCE A YEAR  
CONTACT PERSON: KARL THOMAS  
PHONE: (609) 609 256 3046  
FAX: (609)-530-7507  
EMAIL ADDRESS: [kthomas@mercercounty.org](mailto:kthomas@mercercounty.org)

## MERCER COUNTY LIBRARY SYSTEM

### FIRE ALARM SYSTEMS AT ALL BRANCHES: 8

NAME OF FACILITY:	All 8 Branches
TYPE OF SYSTEM:	Smoke, heat, & duct detectors
MANUFACTURER:	FC 1
SERIAL NUMBER:	7200 systems
INSPECTION DUE DATE:	6/7/13
MONITORED: YES OR NO	YES
COUNTY DESIGNEE:	Richard J. Cavallo
TELEPHONE NO:	609-989-6918
FAX NO:	609-538-1206
E-MAIL:	rcavallo@mcl.org

### FIRE SPRINKLER SYSTEMS: 8

NAME OF FACILITY:	All 8 Branches
TYPE OF SYSTEM:	Wet System
MANUFACTURER:	Viking
SERIAL NUMBER:	N/A
INSPECTION DUE DATE:	Quarterly (Next @ 09/12/12)
MONITORED: YES OR NO	YES
COUNTY DESIGNEE:	Richard J. Cavallo
TELEPHONE NO:	609-989-6918
FAX NO:	609-538-1206
E-MAIL:	rcavallo@mcl.org

### FIRE EXTINGUISHERS:

**APPROXIMATE NUMBER OF FIRE EXTINGUISHERS THROUGHOUT THE LIBRARY SYSTEM WHICH WILL REQUIRE INSPECTION AND CERTIFICATION: 57**

## MERCER COUNTY PARK COMMISSION

**NAME OF FACILITY:** **MERCER COUNTY PARK MARINA BOATHOUSE**  
**334 SOUTH POST ROAD, WEST WINDSOR, NJ 08550**

**FIRE SPRINKLER SYSTEM**

TYPE OF SYSTEM: 4" Dry Pipe Sprinkler System  
MANUFACTURER: **TYCO**  
SERIAL NUMBER: **S23101440**  
INSPECTION DUE DATE: Quarterly  
MONITORED: **YES**  
COUNTY DEISGNEE: Jeremy McDermott  
TELEPHONE NO: 609.448.4004  
FAX NO: 609.918.1431  
E-MAIL: [Jmcdermott@mercercounty.org](mailto:Jmcdermott@mercercounty.org)

**NAME OF FACILITY:** **MERCER COUNTY SKATING RINK**  
**334 SOUTH POST ROAD, WEST WINDSOR, NJ 08550**

**FIRE SUPPRESSION SYSTEM**

TYPE OF SYSTEM: Wet Chemical  
MANUFACTURER: Kitchen Knight II PCL-300  
SERIAL NUMBER: PC511235  
INSPECTION DUE DATE: Annual  
MONITORED: NO  
COUNTY DEISGNEE: Jeremy McDermott  
TELEPHONE NO: 609.371.1766  
FAX NO: 609.371.1813  
E-MAIL: [Jmcdermott@mercercounty.org](mailto:Jmcdermott@mercercounty.org)



**NAME OF FACILITY:** **MERCER COUNTY EQUESTRIAN CTR.**  
**431B FEDERAL CITY ROAD, PENNINGTON, NJ 08534**

FIRE ALARM: Yes  
Type of System Unknown  
MONITORING: Annual  
SUPPRESSION: No  
County Designee: Christine Cardinal  
TELEPHONE: 609-730-9059  
FAX: 609-730-9701  
E-Mail: [ccardinal@mercercounty.org](mailto:ccardinal@mercercounty.org)

**NAME OF FACILITY:** **MERCER COUNTY TENNIS CENTER CLUBHOUSE**  
**334 SOUTH POST ROAD, WEST WINDSOR, NJ 08550**

**FIRE ALARM SYSTEM**

TYPE OF SYSTEM: Pull Alarm  
MANUFACTURER: Edwards  
SERIAL NUMBER: n/a  
INSPECTION DUE DATE: Annual  
MONITORED: NO  
COUNTY DESIGNER: Marc Vecchiolla  
TELEPHONE NO: 609-448-8007  
FAX NO: 609-448-2088  
E-MAIL: [mvecchiolla@mercercounty.org](mailto:mvecchiolla@mercercounty.org)

**NAME OF FACILITY:** **MERCER COUNTY INDOOR TENNIS FACILITY**  
**334 SOUTH POST ROAD, WEST WINDSOR, NJ 08550**

**FIRE ALARM SYSTEM**

TYPE OF SYSTEM: SILENT KNIGHT #SD500 PULL STATIONS  
MANUFACTURER: ADEMCO #5192SD SMOKE DETECTOR  
SERIAL NUMBER: ADEMCO VISTA #128BF FIRE ALARM CONTROL PANEL  
KEYSTONE PROTECTION INDUSTRIES 4" DRY VALVE FOR  
FIRE SPRINKLER SYSTEM  
INSPECTION DUE DATE: ALARM-ANNUAL / SPRINKLER-QUARTERLY  
MONITORED: YES  
COUNTY DESIGNER: MARC VECCHIOLLA  
TELEPHONE NO: 609.448.8007  
FAX NO: 609.448.2088  
EMAIL: [Mvecchiolla@mercercounty.org](mailto:Mvecchiolla@mercercounty.org)

**NAME OF FACILITY:** **MERCER COUNTY PARK MAINTENANCE BLDG.**  
**334 SOUTH POST ROAD, WEST WINDSOR, NJ 08550**

**FIRE SPRINKLER SYSTEM**

TYPE OF SYSTEM: Dry  
MANUFACTURER: Unable to Determine – site visit recommended  
SERIAL NUMBER:  
INSPECTION DUE DATE: Quarterly  
MONITORED: NO  
COUNTY DESIGNEE: Robert Doherty  
TELEPHONE NO: 609-448-1975  
FAX NO: 609-426-0200  
E-MAIL: [rdoherty@mercercounty.org](mailto:rdoherty@mercercounty.org)

**NAME OF FACILITY:** **HOWELL LIVING HISTORY FARM**  
**17 WOODENS LANE, TITUSVILLE, NJ 08560**

**FIRE ALARM:**

TYPE OF SYSTEM: YES  
INSPECTION DATE: ANNUAL  
FIRE SPRINKLER SYSTEM: NO  
COUNTY DESIGNEE: GARY HOUGHTON  
TELEPHONE NO: 609-737-3299  
FAX NO: 609-737-6534  
E-MAIL: [ghoughton@mercercounty.org](mailto:ghoughton@mercercounty.org)

**NAME OF FACILITY:** **MERCER COUNTY PARK RECREATION & EVENTS CTR.**  
**1638 OLD TRENTON ROAD, WEST WINDSOR, NJ 08550**

**NO FIRE ALARM IN THIS BUILDING N/A**

**NAME OF FACILITY:** **MERCER OAKS GOLF COURSE CLUBHOUSE**  
**725 VILLIAGE ROAD WEST, WEST WINDSOR, NJ 08550**

**FIRE ALARM SYSTEM**

TYPE OF SYSTEM: 4010 Fire Alarm  
MANUFACTURER: Simplex  
SERIAL NUMBER: J99583EUW  
INSPECTION DUE DATE: Annual  
MONITORED: YES  
COUNTY DEISGNEE: Bob Kauth  
TELEPHONE NO: 609-275-9807  
FAX NO: 609-936-1998  
E-MAIL: [Bkauth@mercercounty.org](mailto:Bkauth@mercercounty.org)

**FIRE SUPPRESSION SYSTEM**

TYPE OF SYSTEM: Ansil -102 Wet Chemical  
MANUFACTURER: Ansil  
SERIAL NUMBER: R182230  
INSPECTION DUE DATE: (Bi- Annual)  
MONITORED: YES  
COUNTY DEISGNEE: Bob Kauth  
TELEPHONE NO: 609-275-9807  
FAX NO: 609-936-1998  
E-MAIL: [bkauth@mercercounty.org](mailto:bkauth@mercercounty.org)

**FIRE SPRINKLER SYSTEM**

TYPE OF SYSTEM: Dry  
MANUFACTURER: Reliable Automatic Model D  
SERIAL NUMBER: 35034B  
INSPECTION DUE DATE: (Quarterly)  
MONITORED: YES  
COUNTY DEISGNEE: Bob Kauth  
TELEPHONE NO: 609-275-9807  
FAX NO: 609-936-1998  
E-MAIL: [bkauth@mercercounty.org](mailto:bkauth@mercercounty.org)

**NAME OF FACILITY:** **MERCER OAKS GOLF COURSE GARAGE, BLDG. # 1 & # 2**  
**725 VILLAGE ROAD WEST, WEST WINDSOR, NJ 08550**

**FIRE ALARM SYSTEM**

TYPE OF SYSTEM: Smoke & Heat Detectors; Pull Stations  
MANUFACTURER: ESL Sentrol, Inc.  
SERIAL NUMBER: AC6T4134  
INSPECTION DUE DATE: Annual  
MONITORED: YES  
COUNTY DEISGNEE: **Jay Long**  
TELEPHONE NO: 609-936-0842  
FAX NO: 609-275-5949  
E-MAIL: [jlong@mercercounty.org](mailto:jlong@mercercounty.org)

**NAME OF FACILITY:** **PRINCETON COUNTRY CLUB CLUBHOUSE**  
**1 WHEELER WAY, PRINCETON JUNCTION, NJ 08540**

**FIRE ALARM SYSTEM**

TYPE OF SYSTEM: Ansul  
MANUFACTURER: Pyro-Chem Model NMCH3  
SERIAL NUMBER: Unknown  
INSPECTION DUE DATE: ANNUAL  
MONITORED: YES  
COUNTY DEISGNEE: John Kostin  
TELEPHONE NO: 609-452-9382  
FAX NO. 609-514-3919  
E-MAIL: [jkostin@mercercounty.org](mailto:jkostin@mercercounty.org)

**NAME OF FACILITY:** **PRINCETON COUNTRY CLUB MAINTENACE BLDG. & PICNIC AREA**

**FIRE ALARM SYSTEM**

TYPE OF SYSTEM: N/A  
MANUFACTURER:  
SERIAL NUMBER:  
INSPECTION DUE DATE:  
MONITORED:  
COUNTY DEISGNEE: Jay Long  
TELEPHONE NO: (609) 452-9382  
FAX NO: (609) 452-9382  
E-MAIL: [jlong@mercercounty.org](mailto:jlong@mercercounty.org)

**NAME OF FACILITY:** **MOUNTAIN VIEW GOLF COURSE CLUBHOUSE**  
**890 BEAR TAVERN ROAD, EWING, NJ 08628**

**FIRE ALARM SYSTEM**

TYPE OF SYSTEM: 4010 Fire Alarm Control  
MANUFACTURER: Simplex  
SERIAL NUMBER: H2121707008 W  
INSPECTION DUE DATE: Annual  
MONITORED: YES  
COUNTY DEISGNEE: John Kostin  
TELEPHONE NO: (609) 882.1657  
FAX NO: (609) 882.5372  
E-MAIL: [jkostin@mercercounty.org](mailto:jkostin@mercercounty.org)

**NAME OF FACILITY:** **MOUNTAIN VIEW G.C. MAINTENANCE GARAGE**  
**34 NURSERY ROAD, EWING, NJ 08628**

TYPE OF SYSTEM: N/A  
MANUFACTURER: N/A  
SERIAL NUMBER: N/A  
INSPECTION DUE DATE: N/A  
MONITORED: N/A  
COUNTY DEISGNEE: Chris Schuster  
TELEPHONE NO: (609) 882-2392  
FAX NO:  
E-MAIL: [cschuster@mercercounty.org](mailto:cschuster@mercercounty.org)

**NAME OF FACILITY:** **MERCER COUNTY WILDLIFE CENTER**  
**1748 RIVER ROAD, TITUSVILLE, 08560**

TYPE OF SYSTEM: EDWARDS FIRE ALARM SYSTEM  
MANUFACTURER: General Electric  
SERIAL NUMBER:  
INSPECTION DUE DATE: Annual  
MONITORED: Yes  
COUNTY DEISGNEE: Diane Nickerson  
TELEPHONE NO: (609) 303-0552  
FAX NO: (609) 397-8352

**INCLUDES DIALER; ANNUCIATOR; MANUEL PULL STATIONS; SMOKE DETECTORS; DUCT SMOKE DETECTORS w/ AIR SAMPLING TUBES; HORN/STROBE UNITS.**

**NAME OF FACILITY:** **HISTORIC HUNT HOUSE**  
**197 BLACKWELL ROAD, PENNINGTON, NJ 08534**

TYPE OF SYSTEM: Fire Suppression (Misting)  
MANUFACTURER: Simplex Fire Scope 500  
SERIAL NUMBER: N/A  
INSPECTION DUE DATE: Alarm-Annual/Misting - Quarterly  
MONITORED: Yes  
COUNTY DEISGNEE: Joseph Pizza  
TELEPHONE NO: (609) 303-0700  
FAX NO: (609) 303-0447  
EMAIL: [jpizza@mercercounty.org](mailto:jpizza@mercercounty.org)

**NAME OF FACILITY:** **BALDPATE MTN. VISITORS CENTER**  
**28 FIDDLERS CREEK ROAD, TITUSVILLE, NJ 08560**

**FIRE ALARM SYSTEM**

TYPE OF SYSTEM: Fire Monitoring  
MANUFACTURER: Siemens FS-250  
SERIAL NUMBER: unknown  
INSPECTION DUE DATE: Annual  
MONITORED: YES  
COUNTY DEISGNEE: Joseph Pizza  
TELEPHONE NO: (609) 303-0700  
FAX NO: (609) 303-0447  
E-MAIL: [jpizza@mercercounty.org](mailto:jpizza@mercercounty.org)

**NAME OF FACILITY:** TULPEHOCKING NATURE CENTER  
157 WESCOTT AVENUE, HAMILTON, NJ 08611

**FIRE ALARM SYSTEM**

TYPE OF SYSTEM: FIRE ALARM ONLY  
MANUFACTURER: EST Model i064 and i0500  
SERIAL NUMBER:  
INSPECTION DUE DATE: Annual  
MONITORED: YES  
COUNTY DESIGNEE: Kelly Rypkema  
TELEPHONE NO: (609) 303-0700  
FAX NO: (609) 303-0447  
E-MAIL: [krypkema@mercercounty.org](mailto:krypkema@mercercounty.org)

FIRE EXTINGUISHER INVENTORY PARK COMMISSION											
							Buckeye				
FACILITY			10 # ABC	10# Wet	20 # ABC	2.5 # PW	10H15A80 ABC Rated	5# BC	5# ABC	2.32# ABC	6 L Wet
Mercer County Park											
Recreation & Events Ctr.			2		1						
Maint. Facility			8						45		
Workshop			5								
Skating Ctr			12	1					5		
Tennis Ctr			1		2						
Marina Boathouse			6						2		
Ranger HQ							9				
Comfort Station: WPA			1								
Comfort Station: EPA			1								
Comfort Station: Flds 3-9			1								
Rosedale Park									4		
Valley Rd. Picnic Area									3		
Nature Ctr.									3		
Baldpate Mtn. Visitors Ctr									6		
Watson House									3		
Mercer Oaks Golf Course											
Clubhouse			2		1						
Maint. Bldgs. # 1 & # 2			2					3	2		
Princeton Country Club Golf Course											
Clubhouse			4			1			3		1
Maintenance Bldg.			8								
Picnic Area			1								
Mt. View Golf Course											
Clubhouse			2		1						
Maint. Bldg.			2								
Equestrian Ctr.			11		1	4					
Wildlife Ctr.			6		4						
Howell Living History Farm			22		1	4			13	7	
Hunt House			8								
		TOTAL:	105	1	11	9	9	3	89	7	1
					Grand Total:		235				



## TRENTON-MERCER AIRPORT

### TRENTON-MERCER AIRPORT

1100 Terminal Circle Drive – Suite 301  
West Trenton, NJ 08628  
Contact Person: John Walczak  
609-882-1601 Ext. 103

### AIRPORT MAINTENANCE BUILDING

Contact: Gene Pucci  
Boeing Avenue  
West Trenton, NJ 08628  
609-847-2720  
[gpucci@mercercounty.org](mailto:gpucci@mercercounty.org),

### AIRPORT FIRE STATION

700 Terminal Circle Drive  
West Trenton, NJ 08628  
Contact Person: John Walczak  
609-882-1601 Ext.#103  
[jwalczak@mercercounty.org](mailto:jwalczak@mercercounty.org)

### FIRE ALARM SYSTEMS

2

<b>NAME OF FACILITY:</b>	AIRPORT TERMINAL & AIRPORT FIRE STATION
TYPE OF SYSTEM:	Smoke, heat, and duct detectors
MANUFACTURER:	Simplex
SERIAL NUMBER:	Simplex Model 4002-8001-4004/4005
INSPECTION DUE DATE:	06/13
MONITORED:	YES
COUNTY DESIGNEE:	John Walczak
TELEPHONE NO:	609.882-1601 Ext.#103
FAX NO:	609.771-0732
E-MAIL:	<a href="mailto:jwalczak@mercercounty.org">jwalczak@mercercounty.org</a>

### FIRE SPRINKLER SYSTEM

3

<b>NAME OF FACILITY:</b>	AIRPORT TERMINAL & AIRPORT FIRE STATION, AIRPORT MAINTENANCE BUILDING
TYPE OF SYSTEM:	Wet System
MANUFACTURER:	Unknown
SERIAL NUMBER:	N/A
INSPECTION DUE DATE:	3 Quarterly & 1 Annual
MONITORED:	YES (2) NO (1)
COUNTY DESIGNEE:	John Walczak
TELEPHONE NO:	609.882-1601 Ext.#103
FAX NO:	609.771-0732
E-MAIL:	<a href="mailto:jwalczak@mercercounty.org">jwalczak@mercercounty.org</a>

**COUNTY OF MERCER**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u> <u>Receipt</u>	<u>Dated</u>	<u>Acknowledge</u>  (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

### SUBMISSION OF BIDS

- A. Sealed bids shall be received by the County of Mercer in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. The bid shall be submitted in a sealed envelope: (1) addressed to the County of Mercer, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- C. It is the bidder's responsibility that bids are presented to the County at the time and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. **Express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 321, Trenton, New Jersey 08611.**
- D. The Mercer County Park Commission and the Mercer County Library System are considered agencies of the County entitled to participate in the contract(s) resulting from this bid.
- E. Sealed bids forwarded to the County before the time of opening of bids may be withdrawn upon written application of the bidder. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the County. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
  - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-11 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.
- I. If not submitting a bid proposal in accordance with the attached instructions and specifications, the outside of the above stated envelope shall be plainly marked **"NO BID"** when being returned. If bidder wishes to remain on bid list, please mark **"NO BID - PLEASE RETAIN ON BID LIST"** on front page of this proposal. Failure to comply may result in bidder being dropped from bid list.
- J. Contract shall be awarded to the lowest responsible bidder as declared by the County of Mercer. The contract awarded between the County of Mercer and the successful bidder shall establish the contractual obligation regarding specific items, specifications and services to be provided to the county.
- K. Successful bidder shall not assign, transfer, convey sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Mercer.
- L. The County of Mercer reserves the right in the event of unsatisfactory service to cancel the contract awarded to the successful bidder and procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- M. The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misrepresentation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.
- N. Bidders are cautioned to fill in all information as requested on the proposal forms to serve as a basis for making awards. The county, without invalidating the contract, may order changes consisting of additions, deletions or modifications and the contract sum shall be adjusted accordingly.
- P. Bidder shall list all deviations from the specifications as contained herein when returning proposal as specified.
- Q. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County of Mercer against any damage for the payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by his contract, and he further agrees to indemnify and save harmless the County of Mercer from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any parties, by, or from any acts of the contractor, his servants or agents.

- R. Bidder must provide Certificate of insurance in a form and amount acceptable to the County of Mercer including General Liability, Automobile, Workman's Compensation and such other coverage as may be deemed necessary by the County of Mercer for the work, services or goods being bid.
- S. Bidder shall submit financial statements if requested showing its financial ability to perform the work being bid. The County reserves the right to require additional financial documentation prior to the award of bid if, in the opinion of the County, the financial statements submitted with the bid are deemed to be inadequate. Failure to comply with this requirement may result in being rejected at the option of the County.
- T. BIDDERS SHALL PROVIDE TRADE SECRET OR PROPRIETARY INFORMATION UNDER SEPARATE COVER WITH THE BID RESPONSE.
- U. SOURCE OF SPECIFICATIONS/BID PACKAGES Official County bid packages for routine goods and services are available from on the county website [www.mercercounty.org](http://www.mercercounty.org) at no cost to the vendor. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. As such, The County is not responsible for third party supplied specifications.
- V. The County reserves the right to purchase items from state contract or other county contracts, co-op vendors and/or in the open market, if such use serves the interest of the County. The County reserves the right to bid separately for any commodity.

#### **BUDGET SEQUESTRATION**

**All contracts shall include the following language with regard to automatic spending cuts to United States federal government funding:**

**"THE CONTRACT AWARD IS CONTINGENT UPON RECEIVING REQUISITE FEDERAL FUNDING NECESSARY TO COMPLETE THE TERMS OF THE CONTRACT."**

#### **INTERPRETATION AND ADDENDA, CHALLENGE TO SPECIFICATIONS**

The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute.

All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.

If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

**PRE-BID CONFERENCE – REFER TO ADVERTISEMENT FOR BID FOR DATE AND TIME – IF REQUESTED**

**BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.

Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.

The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

**MULTI-BRAND MANUFACTURER'S**

Specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

**PRICING INFORMATION FOR PREPARATION OF BIDS**

The County is exempt from any local, state or federal sales, use or excise tax.

Estimated Quantities (Open-End Contracts): The County has attempted to identify the item(s) and

the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

**METHOD OF CONTRACT AWARD**

The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

The County may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County.

**TERMINATION OF CONTRACT**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. County will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.

In case of default by the contractor, the County may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.

#### **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new County(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the County.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.

The County of Mercer reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the contractor.

#### **PAYMENT**

No payment will be made unless duly authorized by the County of Mercer's authorized representative and accompanied by proper documentation. Payment will be made in accordance with the County of Mercer's policy and procedures.

#### **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

#### **STATISTICAL DATA REPORT**

If requested, the contractor shall provide in writing to the County, all statistical data reports which identify all goods and or services provided.

#### **NEW JERSEY SALES TAX**



In submitting his bid, the Contractor certifies that the total base bid set forth does not include any New Jersey Sales Tax, and he further certifies that in the event he is the successful bidder, he will only apply for an exemption for materials or supplies to be used in connection with County property.

Contractor's Exemption Purchase Certificate, Form ST-13, issued by the State of New Jersey Division of Taxation, Sales Tax Bureau, shall be completed and presented to his suppliers for material used to make any permanent change to a County Building on this contract.

[http://www.state.nj.us/treasury/taxation/pdf/other\\_forms/sales/st13.pdf](http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st13.pdf)

#### **LATE FEE POLICY**

The County of Mercer pays vouchers bi-weekly, thus vendors, in most cases are paid in less than 30 days, if the vendor has complied by responding promptly with delivery, a signed voucher and an original invoice. We can pay only for goods and services rendered and late fees and service charges are not appropriated for such purposes. All County employees are reminded that no one is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County without a specific authorization from our governing body or through a resolution that grants the same. All credit applications or similar forms are carefully read in Finance and terms the County does not agree to, are stricken.

**TIE BIDS:** Tie bids will be decided by the County of Mercer.

#### **DEMONSTRATION AND SAMPLE**

If so requested, the vendor shall provide demonstration. If so requested, the vendor shall submit a sample of the units or merchandise.

#### **MANUFACTURERS' NAMES**

Any manufacturers' names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand, which meets or exceeds the quality of the specifications listed for any item.

#### **AWARD/REJECTION**

In accordance with N.J.S.A. 40A:11-24, all contracts will be awarded or all bids will be rejected within sixty (60) days of the receipt of bids unless vendor agrees to extend for a longer period of time.

#### **AVAILABILITY OF FUNDS**

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

#### **MULTIPLE BIDS NOT ALLOWED**

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

#### **FAILURE TO ENTER CONTRACT**

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the County of Mercer may then, at its option, retain the bidder's bid deposit/bond and accept the bid of the next lowest responsible bidder.

### **INQUIRIES**

All questions and information pertaining to this proposal shall be directed to the Department of Purchasing at (609) 989-6710.

### **COMMUNICATIONS AFTER THE BID OPENING**

It is highly improper for a bidder after bid opening to contact any representative of the County of Mercer to discuss the bids. The solicitation package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the bid. Should there be any questions concerning the bid submitted, you will be contacted by a representative of the County of Mercer and any discussion or contact will be limited to the questions of the representative.

### **INDEX RATE**

If the County of Mercer desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 or N.J.S.A. 18A:18A-42, the index rate is the basis to determine the appropriate increase in the contract price. The following are the requirements for using this provision: Contracts for services, the statutory length of which is for three years or less, may only include provisions for no more than one (1) two-year or two (2) one-year extensions. The original bid specifications and contract must include language that explains the possibility for an extension.

### **W-9**

Successful bidder/respondent shall complete A W-9 Form and submit to the Purchasing Department prior to the contract award. The form is available at the following link:

[www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

### **INVOICING**

Awarded contractors shall provide detailed invoicing itemizing hours worked for each trade and trade rate. Materials shall be broken out. Reflecting the contractor's cost of materials and up charge. Proof of purchase is required to be submitted with invoicing.

### **SAFETY PROGRAM:**

Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At the preconstruction meeting, submit to the County approval a written safety program that meets or exceeds the minimum requirements of the Contract and applicable State or Federal regulations. Include at a minimum the following:

1. **Description.** Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.
2. **Certification, Responsibility, and Identification of Personnel.** Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education, training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

Identify a safety officer and designate the on-site supervisory-level personnel responsible for implementing and monitoring the safety program until Acceptance and having the authority to take prompt corrective measures to eliminate hazards, including the authority to stop work. Include documentation of training provided to the on-site supervisory-level personnel. For work that requires a competent person as defined by OSHA, ensure that the person is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures to eliminate the hazards, including the authority to stop work. Include documentation of the qualifications of such competent persons identified, including certifications received.

3. **Elements of the Program.** Include information and procedures for the following elements:
  - a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
  - b. **Traffic Control Coordinator.** Include the name and contact information.
  - c. **Environmental Manager.** Include the name and contact information.
  - d. **Local Emergency Telephone Numbers.** Include police, fire, medical
  - e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.

- f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
- g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
- h. **Employee Disciplinary Policy.** Include the violation forms.
- i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
- j. **Forms.** Include OSHA 300 Log
- k. **Security Policy Guidelines.** Provide a copy for the County.
- l. **Hazard Communication Program.** Provide the following:
  - 1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
  - 2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
  - 3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.
- m. **Additional Requirements.** Provide additional procedures for Project specific topics including:
  - 1. Compressed gas cylinders.
  - 2. Confined spaces.
  - 3. Cranes.
  - 4. Electrical.
  - 5. Equipment operators.
  - 6. Fall protection.
  - 7. Hand and power tools.
  - 8. Hearing conservation.
  - 9. Highway safety.
  - 10. Lead.
  - 11. Lock out/tag out.
  - 12. Materials handling, storage, use, and disposal.
  - 13. Night work.
  - 14. Personal protective equipment.
  - 15. Project entry and exit.
  - 16. Respiratory protection.
  - 17. Sanitation.
  - 18. Signs, signals, and barricades.
  - 19. Subcontractors.
  - 20. Trenching.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the County for approval when new information, new practices or procedures, or changing site and

environmental conditions necessitate modifications to protect site personnel. Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide program updates to County.

The Contractor is responsible for safety in all aspects, and as set forth in the Insurance and Indemnification Agreement, shall defend and indemnify the County for any failure or breach to comply with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction pertaining to the Contractor's safety program.

## **STATUTORY REQUIREMENTS**

### **REQUIRED AFFIRMATIVE ACTION EVIDENCE**

No firm may be issued a contract unless they comply with the affirmative action regulations of P.L. 1975, c. 127, as amended from time to time.

### **Goods And Services (including professional services) Contracts**

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- A photocopy of the Federal Letter of Affirmative Action Plan Approval, or;
- A photocopy of a Certificate of Employee Information Report; or
- A photocopy of an Employee Information Report (Form AA302) which is available upon request.

### **Maintenance/Construction Contracts**

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

## **AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

## **STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

## **PROOF OF BUSINESS REGISTRATION P.L. 2009, c.315**

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law ([N.J.S.A. 40A:11-23.2](#)) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

## **NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) and hazardous substance fact sheets must be furnished. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register** / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as **adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.**

## **PREVAILING WAGE ACT**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). [P.L. 2009, c.249 \(A-4268/S-3095\)](#): Extends prevailing wage requirements to contracts for "maintenance-related projects" over \$50,000. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. [Additional information is available at \[www.state.nj.us/labor/lse/lspubcon.html\]\(http://www.state.nj.us/labor/lse/lspubcon.html\) or at the following:](#)

Public Contracts Section  
Office of Wage and  
Hour Compliance  
CN 389  
Trenton, New Jersey 08625-0389  
Telephone number: (609) 292-2259



**PREVAILING WAGE  
CERTIFICATION OF COMPLIANCE**

I hereby certify as follows:

1. I am the duly authorized agent of \_\_\_\_\_  
to make this certification on behalf of  
\_\_\_\_\_, the Contractor.
2. I am compliant with N.J.S.A. 34:11-56.25 et seq. (Prevailing Wage Rate).
3. I have reviewed the prevailing wage rate located at:  
[http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)
4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted for the construction. Contractors and subcontractors who fail to provide these records are subject to administrative penalties of up to a maximum of \$250 for a first violation and up to \$500 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted herewith is in compliance with the Prevailing Wage Act.
7. I further certify that should the bid be less than the County Prevailing Wage rate found at,  
[http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html) the certified payrolls shall reflect the current prevailing rate and be the amount paid to all employees.

## **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

## **PAY TO PLAY**

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **PROMPT PAYMENT OF CONSTRUCTION CONTRACTS P.L. 2006, C. 96**

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

## **PROCESS OF ALTERNATE DISPUTE RESOLUTION**

Contract documents entered into in accordance with the provisions of P.L.1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L.1997, c.371 (C.40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the County of Mercer shall have the right to request mediation if services being provided are deemed deficient in any way.

## **SOLID WASTE CONTRACT P.L. 2009, c. 88**

The law requires the contractor (or any subcontractor) to keep records and file with the public agency a wage payment report for employees under the contract that are engaged in solid waste or recyclable "collection and transportation."

## **PRICE ADJUSTMENT FOR ASPHALT CEMENT AND FUEL P.L. 2009, c.187 APPLIES TO CONSTRUCTION BIDS**

Effective with contracts executed after May 1, 2010, the law follows procedures used by the State Department of Transportation to allow for increases and decreases in asphalt and fuel prices over the course of large construction contracts. The calculation is based upon [2007 NJDOT Specifications – Division 150 Contract Requirements, Section 160.01 through 160.03](#).

The law requires that paving contracts involving more than 1,000 tons of hot mix asphalt include a contract provision that allows for price adjustments in the cost of asphalt. Fuel price adjustments are based on DOT standards for the type of construction equipment and the work done by different equipment. For fuel price adjustments, at least 500 gallons of fuel based on the DOT equipment standards are required for a price adjustment, and then, only in those months when the price fluctuated more than five percent.

DOT maintains a [web site of index rates for asphalt and fuel](#) that are adjusted monthly. The law provides that when the quantity or equipment use thresholds are reached, fuel price adjustments are made, using the change in index rate from the time of bidding to when the work was performed. The change is treated as a "pay item" in construction contracts.

### **RECORDS FOR THE NEW JERSEY STATE COMPTROLLER**

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### **P.L. 2012 BID OR PROPOSAL PROHIBITED**

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

**BID SECURITY AND BONDING REQUIREMENTS (NOT APPLICABLE)**

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

**A. ☐ BID GUARANTEE (NOT APPLICABLE)**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. Failure to submit a bid guarantee shall result in rejection of the bid.

## **P.L. 2012 BID OR PROPOSAL PROHIBITED**

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25. The Chapter 25 list is found at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

NAME OF BIDDER

---

SIGNATURE OF AUTHORIZED REPRESENTATIVE

---

TITLE

---

DATE

---

**Immigration and Naturalization Laws and Criminal Background Check**  
**(REQUIRED)**

Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer.

The County requires background checks and the awarded contractor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on County of Mercer property.** A copy of the results of the Criminal Background Check must be provided to Karl Thomas, at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must provide the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record: [http://www.state.nj.us/lps/njsp/about/serv\\_chrc.html](http://www.state.nj.us/lps/njsp/about/serv_chrc.html)

## **Executive Order 98 - 1**

**WHEREAS** it is in the interests of the county to purchase goods and services from responsible contractors that provide quality and services at a competitive price; and

**WHEREAS** the county does not desire to do business with companies that compete by exploiting their workforce rather than by running efficient, reliable and responsible operations; and

**WHEREAS**, the county purchases items of apparel and textiles, which is an industry in which many scandals have been uncovered in which producers maintain sweatshop conditions, such as paying poverty wages, violating workplace regulations, and suppressing worker rights; and

**WHEREAS**, such conditions in apparel and other industries threaten the jobs and working conditions of all workers; and

**WHEREAS**, it is the policy of the county that it should not purchase, rent or lease goods or services produced under such conditions; and

**WHEREAS**, sweatshop conditions flourish when the conditions of workers are hidden; and

**WHEREAS**, pressure from institutional purchasers such as governments is one of the most effective ways to combat sweatshop production,

**THEREFORE IT IS HEREBY ORDERED**, that it is the policy of the county that it should not purchase, lease, rent or take on consignment goods or services produced under sweatshop conditions, and that the following guidelines, criteria and procedures are adopted:

Section 1: The procedures and guidelines set forth herein shall apply to items of apparel and textiles, such as clothing, headwear, footwear, linens and fabric, as well as to any other industry designated by the county executive as vulnerable to sweatshop competition.

Section 2: In order to ensure that the county contracts with vendors that have responsible employment practices, the following criteria will be used in contracting for goods and services:

- A. Preference will be given whenever possible to goods or services produced in the U.S.A.
- B. The county will whenever possible only contract with vendors with responsible employment practices, as defined in Section 3.B below.

Section 3: The county shall require of every bidder for contracts covered under Section 1:

- A. Disclosure of all sub-contractors and sites. The bidder or vendor shall identify the name and address of each subcontractor to be used, as well as the address of all locations, including sub-contractor locations, substantially involved in providing goods or services covered by this act. Such information will be considered public information.
- B. Certification of Compliance. The bidder or vendor shall certify each location, including sub-contractor locations, substantially involved in producing or distributing goods or services covered by this act meets the following standards:
  - 1. Compensation. Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a "living wage").
  - 2. Rights. The company respects workers' rights to speak up about working conditions, without fear or retaliation, and to form unions of their own choosing without employer resistance. Due process and just cause procedures are used for discipline or discharge, with recourse to arbitration. The company complies with all laws, regulations and standards governing the workplace. The company does not use child labor, forced labor, corporal punishment. The company does not discriminate in hiring, promotion or compensation on the basis of race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.
  - 3. Safety and Health. The factory provides a safe and healthy work environment.

Section 4: The county, at its discretion, may refuse to award a contract or terminate a contract or ban a vendor from holding contracts with the county for filing false information or for failing to file information required under this act. The county may, at its discretion, require correction and remediation of violations of the standards listed in section 3.B prior to renewing commerce with the contractor. The county may require further proof of compliance with the standards listed in Section 3.B. Upon request the contractor or subcontractor will make all relevant records available to the county or its designee.

I have read Executive Order 98-1 and agree to comply with its requirements.

**DATE:**\_\_\_\_\_

**SIGNED**\_\_\_\_\_

**POSITION**\_\_\_\_\_

**COMPANY**\_\_\_\_\_



**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the County of Mercer, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## **EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES**

### **PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX**

#### 1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

## INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the County in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

**In all cases where a Certificate of Insurance is required, the County of Mercer and Mercer County Park Commission (if applicable) is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:**

**"The County of Mercer and Mercer County Park Commission (if awarded through the Park Commission) named as additional insured."**

### INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Contractor, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

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Dated and Signed

## **INSURANCE CERTIFICATE**

### **PLEASE TAKE NOTE OF THE FOLLOWING CHANGE**

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

## BACKGROUND INFORMATION FORM

The following information is used by Mercer County in the compilation of reports and research. The provision of this information will not affect the determination of this contract/agreement.

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Nature of Business \_\_\_\_\_

The ownership of the above referenced business is considered:

- |                    |                          |                   |                          |
|--------------------|--------------------------|-------------------|--------------------------|
| 1. Black           | <input type="checkbox"/> | 2. Caucasian      | <input type="checkbox"/> |
| 3. Hispanic        | <input type="checkbox"/> | 4. Asian American | <input type="checkbox"/> |
| 5. American Indian | <input type="checkbox"/> | 6. Indian         | <input type="checkbox"/> |
| 7. Female          | <input type="checkbox"/> | 8. Other          | <input type="checkbox"/> |

51% of the business must be owned and controlled by the ethnic group claimed.

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**MERCER COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?** Yes ☐ No ☐  
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?** Yes ☐ No ☐  
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

(REVISED 4/10)  
**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender



identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302, electronically provided by the Division and distributed to the public agency through the Division's website at:  
[www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**FOLLOWING SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
ACCEPTABLE BY THE COUNTY OF MERCER**

**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**  
**FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**


DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**  
TAXPAYER IDENTIFICATION#: **970-097-382/500**  
ADDRESS: **847 ROEBLING AVE  
TRENTON NJ 08611**  
EFFECTIVE DATE: **01/01/01**  
FORM-BRC(08-01)

TRADE NAME: **CLIENT REGISTRATION**  
SEQUENCE NUMBER: **0107330**  
ISSUANCE DATE: **07/14/04**

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 **STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT  
**Trade Name:**  
**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611  
**Certificate Number:** 1093907  
**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
**20041014112823533**

**STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

## STOCKHOLDER DISCLOSURE CERTIFICATION

### FAILURE TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

INSERT LEGAL NAME OF BIDDER: \_\_\_\_\_

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation               | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit Corporation    | <input type="checkbox"/> Other _____                   |

**COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:**

DATE OF INCORPORATION: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

**STATE THE NAMES AND HOME ADDRESSES OF ALL STOCKHOLDERS HOLDING 10% OR MORE OF  
THE ISSUED AND OUTSTANDING STOCK (DO NOT REFERENCE A COMPANY)**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

## BID PROPOSAL FORM AND SIGNATURE PAGE

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions, Affidavits and Scope of Work and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

**SPECIFICATIONS FOR FIRE EXTINGUISHERS, FIRE ALARM SYSTEMS, FIRE SUPPRESSION AND SPINKLER SYSTEMS, DIESEL AND ELECTRIC FIRE PUMP PREVENTIVE MAINTENANCE SERVICE AND REPAIR FOR A PERIOD OF TWO (2) YEARS (CK09MERCER2014-17)**

\_\_\_\_\_  
(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

**VENDOR WILL EXTEND CONTRACT PRICES TO THE "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS**

**YES** ☐ **NO** ☐

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

\_\_\_\_\_ having its principal office at \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

## **CONTRACT AWARD**

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐

Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐

Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

---

**AUTHORIZED SIGNATURE**

## CONTINUITY OF SERVICE DURING EMERGENCIES

In the event of an emergency, Vendor will provide priority service for Mercer County.

### VENDOR EMERGENCY COMPLIANCE

YES ☐

NO ☐

Contractors shall have contingency plans to ensure that Services continue during emergency periods such as, but not limited to, major equipment breakdown, national or local strikes, severe weather conditions, power outages and traffic disruptions. In the event of a contract award, indicate a description of your contingency plan for ensuring services during emergencies.

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**IF AWARDED A CONTRACT, PLEASE PROVIDE CONTACT, ADDRESSES FOR PURCHASE ORDERS AND CHECK REMIT TO INFORMATION, COPY OF YOUR W9 AND UPON AWARD, FORWARD TO THE COUNTY OF MERCER, ACCOUNTS PAYABLE, 640 SOUTH BROAD STREET, TRENTON, NJ (609) 278 8139**

CONTRACT CONTACT

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
PURCHASE ORDER MAILED TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHECK REMIT TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE  
\_\_\_\_\_

FAX  
\_\_\_\_\_

E-MAIL  
\_\_\_\_\_



[illegible]

## MERCER COUNTY COOPERATIVE MEMBERS

1. TOWNSHIP OF LAWRENCE  
240 BAKERS BASIN ROAD  
LAWRENCE, NEW JERSEY 08648  
(609) 587-1894  
FAX# (609)-584-0220  
**CONTACT PERSON:** GREGORY WHITEHEAD  
[gwhitehead@lawrencetwp.com](mailto:gwhitehead@lawrencetwp.com)

2. PRINCETON  
400 WITHERSPOON STREET  
PRINCETON, NJ 08540  
(609) 924-9183  
FAX# (609) 688-2033  
**CONTACT PERSON:** SANDY WEBB  
[swebb@princetonnj.gov](mailto:swebb@princetonnj.gov)

3. CITY OF TRENTON PURCHASING  
319 EAST STATE STREET  
TRENTON, NEW JERSEY 08608  
(609) 989-3137  
FAX# (609) 989-4260  
**CONTACT PERSON:** VIVIAN ARRINGTON  
[varrington@trentonnj.org](mailto:varrington@trentonnj.org)

4. MERCER COUNTY COMMUNITY COLLEGE  
1200 OLD TRENTON ROAD  
WEST WINDSOR, NEW JERSEY 08550  
TELEPHONE: (609) 570-3253  
FAX: (609) 570-3822  
**CONTACT PERSON:** STEPHEN GREGOROWICZ  
[gregoros@mccc.edu](mailto:gregoros@mccc.edu)  
MADELINE EHELEBE  
[ehelebem@mccc.edu](mailto:ehelebem@mccc.edu)

5. TOWNSHIP OF HOPEWELL  
201 WASHINGTON CROSSING - PENNINGTON RD.  
TITUSVILLE, NEW JERSEY 08560  
(609) 537-0244  
FAX# (609) 737-2770  
**CONTACT PERSON:** NANCY CANTO  
[ncanto@hopewelltwp.org](mailto:ncanto@hopewelltwp.org)

## MERCER COUNTY COOPERATIVE MEMBERS

6.. BOROUGH OF HOPEWELL  
4 COLUMBIA AVENUE – P.O. BOX 128  
HOPEWELL, NEW JERSEY 08525  
(609) 466-2636  
FAX# (609) 466-8511

**CONTACT PERSON:** MICHELE HOVAN  
[michele.hovan@hopewellboro-nj.us](mailto:michele.hovan@hopewellboro-nj.us)

7. TOWNSHIP OF ROBBINSVILLE  
56 ROBBINSVILLE-AlLENTOWN ROAD  
ROBBINSVILLE, NEW JERSEY 08691  
(609) 259-0422  
FAX# (609) 259-0322

**CONTACT PERSON:** DINO J. COLAROCCO  
[dinoc@washington-twp.org](mailto:dinoc@washington-twp.org)

8. TOWNSHIP OF EWING  
2 JAKE GARZIO DRIVE  
EWING, NEW JERSEY 08628  
(609) 883-2900 Ext. #7642  
FAX# (609) 883-7392

**CONTACT PERSON:** GAIL KOWNACKY  
[alkownacky@ewingtwp.com](mailto:alkownacky@ewingtwp.com)

9.. WEST WINDSOR TOWNSHIP  
271 CLARKSVILLE ROAD  
WEST WINDSOR, NEW JERSEY 08550  
(609) 799-2400 Ext. #218  
FAX# (609) 799-1610

**CONTACT PERSON:** JANIS DINATALE  
[jdinatale@westwindsortwp.com](mailto:jdinatale@westwindsortwp.com)

10. SPECIAL SERVICES  
1020 OLD TRENTON ROAD  
HAMILTON, NJ 08690  
(609) 631-2123  
(609) 586-5144 EXT. #1210  
FAX# (609) 586-8966

**CONTACT PERSON:** NANCY SWIRSKY  
SEAN CAVALIER  
[nswirsky@mcts.edu](mailto:nswirsky@mcts.edu)  
[scavalier@mcts.edu](mailto:scavalier@mcts.edu)

## MERCER COUNTY COOPERATIVE MEMBERS

11. VOCATIONAL TECHNICAL SCHOOLS

1085 OLD TRENTON ROAD

HAMILTON, NJ 08690

(609) 586-2123

FAX# (609) 586-8966

**CONTACT PERSON:** NANCY SWIRSKY

[nswirsky@mcts.edu](mailto:nswirsky@mcts.edu)

12. THE BOROUGH OF PENNINGTON

30 NORTH MAIN STREET

PENNINGTON, NEW JERSEY 08534

(609) 737-0276

FAX# (609) 737-9780

**CONTACT PERSON:** ANTHONY PERSICHILLI

[apersichilli@worldnet.att.net](mailto:apersichilli@worldnet.att.net)

13. WEST WINDSOR-PLAINSBORO REGIONAL SCHOOL DISTRICT

505 VILLAGE ROAD WEST

PRINCETON JUNCTION, NJ 08550

(609) 716-5000

FAX# (609)-716-5012

**CONTACT PERSON:** TONI DUBANIEWICZ

LAWRENCE LOCASTRO

[Toni.Dubaniewicz@ww-p.org](mailto:Toni.Dubaniewicz@ww-p.org)

[Lawrence.LoCastro@ww-p.org](mailto:Lawrence.LoCastro@ww-p.org)

14. TOWNSHIP OF EAST WINDSOR

16 LANNING BOULEVARD

EAST WINDSOR, NJ 08520

(609) 443-4000

FAX# (609) 443-6865

**CONTACT PERSON:** BILL ASKENSTEDT

[public\\_works@east-windsor.nj.us](mailto:public_works@east-windsor.nj.us)

15. BOROUGH OF HIGHTSTOWN

148 NORTH MAIN STREET

HIGHTSTOWN, NJ 08520

(609) 490-5100 EXT. #620

FAX# (609) 371-0267

**CONTACT PERSON:**

DEBRA SOPRONYI

[clerk@hightstownborough.com](mailto:clerk@hightstownborough.com)

## MERCER COUNTY COOPERATIVE MEMBERS

16. EAST WINDSOR REGIONAL SCHOOL DISTRICT  
25A LESHIN LANE  
HIGHTSTOWN, NJ 08520  
(609) 443-8195  
FAX# (609) 443-8195  
**CONTACT PERSON:** KURT STUMBAUGH  
[kstumbaugh@ewrsd.k12.nj.us](mailto:kstumbaugh@ewrsd.k12.nj.us)

17. LAWRENCE TOWNSHIP BOARD OF EDUCATION  
2565 PRINCETON PIKE  
LAWRENCE, NJ 08648  
(609) 671-5420  
FAX# (609) 883-4225  
**CONTACT PERSON:** THOMAS ELDRIDGE  
CYNTHIA KORKUCH  
[teldridge@ltps.org](mailto:teldridge@ltps.org)  
[ckorkuch@ltps.org](mailto:ckorkuch@ltps.org)

18. PRINCETON REGIONAL SCHOOL DISTRICT  
25 VALLEY ROAD  
PRINCETON, NJ 08540  
(609) 806-4210  
FAX# (609) 806-4225  
**CONTACT PERSON:** APRIL TAYLOR  
STEPHANIE KENNEDY  
[april\\_taylor@monet.prs.k12.nj.us](mailto:april_taylor@monet.prs.k12.nj.us)  
[stephanie\\_kennedy@monet.prs.k12.nj.us](mailto:stephanie_kennedy@monet.prs.k12.nj.us)

19. ROBBINSVILLE BOARD OF EDUCATION  
155 ROBBINSVILLE-EDINBURG ROAD  
ROBBINSVILLE, NJ 08691  
(609) 632-0910  
FAX# (609) 371-7964  
**CONTACT PERSON:** ARLENE BIESIADA  
LOUISE DAVIS  
[biesiada@robbinsville.k12.nj.us](mailto:biesiada@robbinsville.k12.nj.us)  
[ldavis@robbinsville.k12.nj.us](mailto:ldavis@robbinsville.k12.nj.us)

20. HOPEWELL REGIONAL SCHOOL DISTRICT  
425 SOUTH MAIN STREET  
PENNINGTON, NJ 08534  
(609) 737-4000 Ext. #2705  
FAX# (609) 737-7415  
**CONTACT PERSON:** BOB COLAVITA  
PAT JAEZKO  
[rcolavita@hvrsd.k12.nj.us](mailto:rcolavita@hvrsd.k12.nj.us) [pjaezco@hvrsd.org](mailto:pjaezco@hvrsd.org)

## MERCER COUNTY COOPERATIVE MEMBERS

21. TRENTON BOARD OF EDUCATION  
108 NORTH CLINTON AVENUE  
TRENTON, NJ 08609  
(609) 656-5446  
FAX# (609) 278-3074  
**CONTACT PERSON:** GEORGETTE BOWMAN  
JAYNE HOWARD  
[gbowman@trenton.k12.nj.us](mailto:gbowman@trenton.k12.nj.us)  
[jhoward@trenton.k12.nj.us](mailto:jhoward@trenton.k12.nj.us)

22. EWING TOWNSHIP BOARD OF EDUCATION  
1331 LOWER FERRY ROAD  
EWING, NJ 08618  
(609) 538-9800  
FAX# (609) 538-0041  
**CONTACT PERSON:** LISA RASAW  
DENNIS NETTLETON  
[lrasaw@ewingboe.org](mailto:lrasaw@ewingboe.org)  
[dnettleton@ewingboe.org](mailto:dnettleton@ewingboe.org)

23. TOWNSHIP OF HAMILTON  
2090 GREENWOOD AVENUE - P.O. BOX 0150  
HAMILTON, NJ 08650  
(609) 890-3502  
FAX# (609) 890-3632  
**CONTACT PERSON:** DON RAGAZZO  
[dragazzo@hamiltonnj.com](mailto:dragazzo@hamiltonnj.com)

24. HAMILTON TOWNSHIP SCHOOL DISTRICT  
90 PARK AVENUE  
HAMILTON, NJ 08690  
(609) 631-4100  
FAX# (609) 631-4104  
**CONTACT PERSON:** PETER FRASCELLA  
[pfrascella@hamilton.k12.nj.us](mailto:pfrascella@hamilton.k12.nj.us)

25. MERCER COUNTY IMPROVEMENT AUTHORITY  
80 HAMILTON AVENUE- 2<sup>ND</sup> FLOOR  
TRENTON, NJ 08611  
(609) 278-8080  
FAX# (609) 695-1452  
**CONTACT PERSON:** Carol Navarro  
[cnavarro@mercercounty.org](mailto:cnavarro@mercercounty.org)

## MERCER COUNTY COOPERATIVE MEMBERS

26. TRENTON HOUSING AUTHORITY  
875 NEW WILLOW ST  
TRENTON, NJ 08638  
(609) 278-5000

**CONTACT PERSON:** KEN MARTIN  
[kmartin@tha-nj.org](mailto:kmartin@tha-nj.org)

27. HAMILTON TOWNSHIP FIRE DISTRICT NO. 3  
13 RENNIE STREET  
HAMILTON, NJ 08610  
(609) 392-1710  
FAX# (609) 392-2698  
**CONTACT PERSON:** THOMAS T. GRIBBIN, FIRE CHIEF

29. HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1  
201 WASHINGTON CROSSING-PENNINGTON ROAD  
TITUSVILLE, NJ 08560  
(609) 730-8156  
(609) 537-0287  
FAX# (609) 730-1563  
**CONTACT PERSON: SARAH OCICKI OR CHIEF MATTHEW MARTIN**  
[Sarah.ocicki@hopewelltwpfire.org](mailto:Sarah.ocicki@hopewelltwpfire.org)  
[mmartin@hopewelltwpfire.org](mailto:mmartin@hopewelltwpfire.org)

30. THE COLLEGE OF NEW JERSEY  
2000 PENNINGTON ROAD  
EWING, NJ 08628  
(609) 771-2859  
**CONTACT PERSON: MARK MEHLER**  
[Mehler@tcnj.edu](mailto:Mehler@tcnj.edu)